

IN THE CHANCERY COURT FOR LOUDON COUNTY, TENNESSEE  
NINTH JUDICIAL DISTRICT AT LOUDON

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STATE OF TENNESSEE, *ex.rel.* PAUL G.  
SUMMERS, Attorney General & Reporter,  
Plaintiff,

v.

KIMBERLY H. COOK, individually and doing  
and doing business as LEGAL SERVICES OF EAST  
TENNESSEE, and LEGAL SERVICES OF  
EAST TENNESSEE, INC., a Tennessee  
corporation,

Defendants.

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**COMPLAINT**

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This civil action is brought in the name of the State of Tennessee, by and through Paul G. Summers, Attorney General and Reporter ("Attorney General"), pursuant to the Unauthorized Practice and Improper Conduct statute, Tenn. Code Ann. §§ 23-3-101 et seq. ("Unauthorized Practice" or "UPL statute") and the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 et seq. ("TCPA"). Mark Williams, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, has requested that the Attorney General commence proceedings against the Defendants for violations of the TCPA. The Attorney General has reason to believe that the Defendants named herein have violated the UPL statute and the TCPA by engaging in the unauthorized practice of law and in deceptive and unfair acts and practices, and that this action is in the public interest.

**I. JURISDICTION AND VENUE**

(1) The jurisdiction of this Court is invoked pursuant to the provisions of Tenn. Code Ann. § 47-18-108 and § 23-3-103 (c)(2). Venue is proper in Loudon County pursuant to Tenn. Code Ann. § 47-18-108

(a)(3) and § 23-3-103 (c)(2) because it is the county in which Defendants conduct or have conducted business. Defendants Kimberly H. Cook ("Kimberly Cook" or "Cook") and Legal Services of East Tennessee, Inc. ("Legal Services of East Tennessee") have been provided with ten (10) days notice of contemplated legal action as set forth in Tenn. Code Ann. § 47-18-108 (a)(2). (See EXHIBIT A: Affidavit of Mark Williams, Director of the Division of Consumer Affairs.)

## **II. PARTIES**

(2) Pursuant to Tenn. Code Ann. §§ 23-3-101 et seq., the unauthorized practice of law count of this Complaint is commenced in the name of the State of Tennessee, by the Attorney General and Reporter, Paul G. Summers. Pursuant to Tenn. Code Ann. §§ 47-18-108 (a)(1) and 47-18-114, the consumer protection count of this Complaint is commenced by the Attorney General and Reporter, Paul G. Summers, at the request of Mark Williams, the Director of the Division of Consumer Affairs of the Tennessee Department of Commerce and Insurance. (See EXHIBIT A.)

(3) Defendants Kimberly H. Cook and Legal Services of East Tennessee, Inc. currently maintain or have maintained their principal place of business at Post Office Box 624, 105 North A Street, Lenoir City, Tennessee 37771. Upon information and belief, Defendants promoted their legal service business to Tennesseans and have committed unlawful acts or practices as alleged herein from this business location.

## **III. FACTUAL ALLEGATIONS**

Upon information and belief, the State of Tennessee alleges as follows:

(4) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in "law business," engaged in the "practice of law" and performed legal document preparation services for persons within the State of Tennessee as defined in Tenn. Code Ann. §§ 23-3-101, et seq.

(5) Defendant Kimberly Cook does not have a license to practice law in the State of Tennessee. Legal Services of East Tennessee, Inc. does not have any licensed attorney present at the business or otherwise have an attorney providing legal services for the Defendants.

(6) Defendant Kimberly Cook or any other employee, representative, agent, or officer at Legal Services of East Tennessee has a license to practice law issued by any state in the United States.

(7) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in "law business" and the "practice of law" by preparing documents and giving legal advice to consumers and other persons. Defendants engaged in the "practice of law" and "law business" by preparing documents for consumers and other persons by, for example, answering legal questions presented by consumers and persons, when those questions call for legal advice and opinions, even though Defendants Kimberly Cook and Legal Services of East Tennessee have no licensed attorney on staff qualified to answer such legal questions.

(8) Defendants Kimberly Cook and Legal Services of East Tennessee have represented or implied to the public that they are able to prepare pleadings to be used in judicial proceedings, as if they were attorneys at law by advertising and otherwise promoting their services.

(9) Defendants' offering of legal services and promoting of their "law business" to consumers, as alleged herein, constitutes "trade," "commerce" and/or a "consumer transaction" and the offering of or providing of "goods" and/or "services" as defined in Tenn. Code Ann. §§ 47-18-103(5), (8) and (9).

(10) Defendants Kimberly Cook and Legal Services of East Tennessee have used advertisements, letterhead, business cards and the like, which promote that Kimberly Cook, Legal Services of East Tennessee and their employees are able to prepare legal pleadings when such individuals are not authorized nor licensed as attorneys to prepare such pleadings to be used in a court of law in Tennessee. (See EXHIBIT B: Copies of advertisements and solicitations used by the Defendants.)

(11) Defendants Kimberly Cook and Legal Services of East Tennessee have used television advertisements, which promote that Kimberly Cook and Legal Services of East Tennessee are able to prepare legal pleadings without the assistance of an attorney when such individuals are not authorized nor licensed to prepare such pleadings to be used in a court of law in Tennessee. (See EXHIBIT C: Copy of a videotape of a television advertisement used by Defendants to promote their services.)

(12) In some solicitations, Defendants Kimberly Cook and Legal Services of East Tennessee, Inc. use a disclaimer that Defendants "cannot and will not provide or offer legal advice," which is inconsistent with the actual conduct of Defendants Kimberly Cook and Legal Services of East Tennessee, Inc. who actually are performing legal services. Such disclaimers are deceptive and unfair.

(13) Defendants Kimberly Cook and Legal Services of East Tennessee have accepted money or other valuable consideration from persons to perform legal document preparation services and engage in the "practice of law" or "law business" on behalf of those persons.

(14) Defendants Kimberly Cook and Legal Services of East Tennessee have prepared pleadings and instructed persons how to file court pleadings. The Defendants imply that they are legally able to perform such activities.

(15) Defendants Kimberly Cook and Legal Services of East Tennessee have failed to correctly perform legal services that they collected money from consumers and persons to perform.

(16) Defendants Kimberly Cook and Legal Services of East Tennessee have informed and instructed consumers how to file pleadings in various courts in the State of Tennessee as alleged in Paragraph (14). (See EXHIBIT D: Instructions given to consumers by Defendants.)

(17) Defendants Kimberly Cook and Legal Services of East Tennessee have instructed and may be

continuing to instruct consumers to file their divorce pleadings in certain courts but not in other courts in Tennessee.

(18) Defendants Kimberly Cook and Legal Services of East Tennessee have been told by certain judges in Anderson County, Blount County and Roane County that they will refuse to accept pleadings they recognize as being prepared by the Defendants.

(19) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101 (1) and (2) and § 23-3-103 by making legal decisions when preparing divorce documents.

(20) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101 (1) and (2) and § 23-3-103 by making legal decisions when preparing wills.

(21) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101 (1) and (2) and § 23-3-103 by making legal decisions when preparing name changes.

(22) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2) and § 23-3-103 by making legal decisions when preparing powers of attorney.

(23) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2) and § 23-3-103 by making legal decisions when preparing sworn affidavits.

(24) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2) and § 23-3-103 by making legal decisions when preparing deeds.

(25) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2) and § 23-3-103 by making legal decisions when preparing claims involving criminal injury's compensation, worker's compensation, Equal Employment Opportunity Commission claims and Human Rights Commission claims.

(26) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101(1) and (2) and § 23-3-103 by making legal decisions when preparing rental/lease

agreements and home seller's contracts.

(27) Defendants Kimberly Cook and Legal Services of East Tennessee continued to engage in "law business" and the unauthorized "practice of law" as defined by Tenn. Code Ann. § 23-3-101 (1) and (2) and § 23-3-103 after they were notified by a Judge that Defendants' practices are in violation of laws concerning the unauthorized practice of law.

(28) Defendants Kimberly Cook and Legal Services of East Tennessee have engaged and may be continuing to engage in "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

(29) Defendants' Kimberly Cook and Legal Services of East Tennessee use of the name "Legal Services of East Tennessee" deceives consumers into believing that they are affiliated with the Legal Services Corporation (that is partially funded by the federal government) or that they otherwise have "sponsorship approval, status or affiliation or connection" with the Legal Services Corporation when such is not the case, which is declared unlawful by Tenn. Code Ann. §§ 47-18-104(a), (b)(1), (b)(2), (b)(3), (b)(5) and (b)(27).

(30) Defendants' Kimberly Cook and Legal Services of East Tennessee use of the name "Legal Services of East Tennessee" deceives consumers into believing that the company can legally provide "legal services" in the State of Tennessee, when such activities are "prohibited by law," in violation of Tenn. Code §§ 47-18-104(a), (b)(12) and (b)(27).

(31) Defendants' Kimberly Cook and Legal Services of East Tennessee use of the name "Legal Services of East Tennessee" deceives consumers into believing that the company has lawyers on staff in the State of Tennessee, when in fact Defendants' company does not have those "characteristics, uses, [or] benefits," in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(5) and (b)(27).

(32) Defendant Kimberly Cook, as an individual, directly participated in the unfair and deceptive practices. Defendant Kimberly Cook had knowledge or should have had knowledge of the practices, and had the authority to control and stop the unfair and deceptive acts and practices. Further, Defendant Kimberly Cook solicited the consumers or other persons and received their payment for the services. Defendant Kimberly Cook also helped prepared the advertisements and solicitations containing the unlawful representations.

(33) Consumers and persons, the exact number of whom is presently unknown to the Plaintiff, State of Tennessee, have been injured and suffered ascertainable losses as a result of the Defendants' acts and practices.

#### **IV. VIOLATIONS OF THE LAW**

#### **COUNT A: UNAUTHORIZED PRACTICE OF LAW**

(34) The Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (4) - (33) of this Complaint.

(35) By advertising and promoting that Defendants Kimberly Cook and Legal Services of East Tennessee provide agreed divorces, wills, affidavits, powers of attorney, eviction notices, rental/lease agreements, home seller's contracts, name changes, criminal injuries compensation claims, Equal Employment Opportunity Commission complaints, Tennessee Human Rights Commission complaints and worker's compensation services, Defendants have engaged in "law business" and the "practice of law" pursuant to Tenn. Code Ann. § 23-3-101(1) and (2).

(36) By providing document preparation services for agreed divorces, wills, affidavits, powers of attorney, eviction notices, rental/lease agreements, home seller's contracts, name changes, criminal injuries compensation claims, Equal Employment Opportunity Commission complaints, Tennessee Human Rights Commission complaints and worker's compensation services, Defendants have engaged in "law business" and the "practice of law" pursuant to Tenn. Code Ann. § 23-3-101(1) and (2) and have also engaged in the unauthorized practice of law in violation of Tenn. Code Ann. § 23-3-103.

(37) Defendants' failure to clearly and conspicuously disclose in their advertisements that they are not attorneys or affiliated with a law firm and that they cannot legally provide legal services in the State of Tennessee is a violation of the unauthorized practice of law statute, Tenn. Code Ann. § 23-3-103.

(38) By engaging in the "practice of law" and "law business" without having been duly licensed therefore, Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in the unlawful practice of law, in violation of Tenn. Code Ann. § 23-3-103 (a).

(39) By holding themselves out to the public as authorized to prepare legal documents to be used in court proceedings, Defendants Kimberly Cook and Legal Services of East Tennessee unlawfully held themselves out as lawyers, in violation of Tenn. Code Ann. § 23-3-108.

(40) By continuing to hold themselves out as authorized to prepare legal pleadings to be used in court proceedings, after knowledge that a court in Tennessee has found the papers prepared by Defendants to be defective and incorrectly prepared, Defendants Kimberly Cook and Legal Services of East Tennessee violated Tenn. Code Ann. § 23-3-103 by engaging in "law business" and the "practice of law" without a license issued by the State of Tennessee.

(41) By holding themselves out to the public as authorized to prepare legal documents to be used in court proceedings, after knowledge that a court in Tennessee has found the documents prepared by Defendants to be defective and incorrectly prepared, Defendants Kimberly Cook and Legal Services of East Tennessee unlawfully held themselves out as lawyers, in violation of Tenn. Code Ann. § 23-3-108.

## **COUNT B: CONSUMER PROTECTION ACT VIOLATIONS**

(42) The Plaintiff incorporates by reference and realleges each and every allegation contained in Paragraphs (4) - (33) of this Complaint.

(43) All of the acts and practices engaged in and employed by Defendants, as alleged herein, are "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

(44) By placing advertisements on television and in newspapers promoting "Legal Services" and "Providing low-cost preparation of documents for the East Tennessee area" including "Agreed Divorces," "Wills," "Sworn Affidavits," "Power of Attorney," "Eviction Notices," "Rental/Lease Agreements," "Home Sellers' Contracts," "Name Changes" and "Criminal Injuries Compensation Claims," Defendants Kimberly Cook and Legal Services of East Tennessee create in consumers or persons the likelihood of confusion or misunderstanding as to the source, sponsorship, approval or certification of the goods and services offered by Defendants Kimberly Cook and Legal Services of East Tennessee, in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(2) and (b)(27).

(45) By advertising and promoting that Kimberly Cook and Legal Services of East Tennessee can provide "Legal Services" in "East Tennessee," Defendants have represented or implied that the goods or services they provide have sponsorship, approval, characteristics, uses or benefits of legal expertise that neither Defendant Kimberly Cook nor Legal Services of East Tennessee have, in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(5) and (b)(27).

(46) By using disclaimers and other statements such as "The staff of Legal Services of East Tennessee are not attorneys. They are paralegals preparing your proper documents. They cannot, and will not provide or offer legal advice," when in fact the Defendants provide legal advice to consumers, Defendants have engaged in an unfair or deceptive act or practice, in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

(47) By using representations or statements such as "Representation in court by a staff attorney is available for additional fee," when in fact the Defendants do not have an arrangement with a staff attorney to provide legal advice to consumers, Defendants have engaged in an unfair or deceptive act or practice, in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(5) and (b)(27).

(48) By using disclaimers and other statements such as "Not certified as a Civil Trial Specialist by the Tennessee Commission on Continuing Legal Education and Specialization," when in fact the Defendants are not attorneys and such statements are commonly placed in attorney advertising, Defendants have engaged in an unfair or deceptive act or practice in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(2), (b)(3), (b)(5), (b)(7), (b)(12) and (b)(27).

(49) By using the name "Legal Services of East Tennessee" and "Legal Services of East Tennessee, Inc.," Defendants have represented or implied that Defendants Kimberly Cook and Legal Services of East Tennessee have sponsorship, approval or affiliation with the Legal Services Corporation, which has

offices consisting of attorneys across the country that provide legal assistance to low-income persons, when Defendants are not a part of the Legal Services system, which is a violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(1), (b)(2), (b)(3), (b)(5), (b)(12) and (b)(27).

(50) By using the name "Legal Services of East Tennessee," Defendants have represented or implied that Defendants Kimberly Cook and Legal Services of East Tennessee have lawyers on staff and therefore indicate that their services have "characteristics, ingredients, uses, benefits or quantities that they do not have," in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(5), (b)(7) and (b)(27).

(51) By using the name "Legal Services of East Tennessee," Defendants have represented or implied to consumers that Defendants Kimberly Cook and Legal Services of East Tennessee can legally provide legal services when Defendants are prohibited by law from providing such services, in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(12) and (b)(27).

(52) By representing or implying to consumers or persons that were attempting to purchase or purchasing legal services that they were hiring someone who could legally prepare documents to be used in a court of law as alleged in paragraphs (4) - (33), Defendants Kimberly Cook and Legal Services of East Tennessee have misrepresented that their services are "of a particular standard, quality, or grade," in violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(7) and (b)(27).

(53) By advertising and promoting on television and in newspapers the various legal services Defendants' provide, Defendants Kimberly Cook and Legal Services of East Tennessee have represented or implied "that a consumer transaction confers or involves rights, remedies or obligations that [they do] not have or involve or which are prohibited by law" because Defendants cannot legally prepare those documents, which is a violation of Tenn. Code Ann. §§ 47-18-104(a), (b)(12) and (b)(27).

(54) Defendants' failure to clearly and conspicuously disclose in their advertisements on television and in newspapers that they are not attorneys or affiliated with a law firm and that their legal services cannot be utilized in courts of law without retaining or consulting with a licensed attorney, is a deceptive act or practice, in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

(55) By advertising on television and in newspapers that Defendants will provide "low-cost preparation of documents" including "Agreed Divorces," "Wills," "Sworn Affidavits," "Power of Attorney," "Eviction Notices," "Rental/Lease Agreements," "Home Sellers' Contracts," "Quit Claim Deeds," "Worker's Compensation Claims," "Criminal Injuries Compensation Claims" and "Name Changes" when in fact Defendants cannot legally provide those services and Defendants do not have the necessary legal training to appropriately prepare such documents, Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in a deceptive act or practice, in violation of Tenn. Code Ann. §§ 47-18-104(a) and (b)(27).

(56) By accepting payment or other valuable consideration for legal services that Defendants Kimberly Cook and Legal Services of East Tennessee cannot by law provide as alleged in paragraphs (4) - (33),



Defendants have engaged in conduct in violation of Tenn. Code Ann. §§ 47-18-104 (a), (b)(12) and (b)(27).

(57) By offering legal services to consumers and accepting payment for those services and then failing to provide legal services that were acceptable to the courts as alleged in paragraphs (4) - (33), Defendants Kimberly Cook and Legal Services of East Tennessee have violated Tenn. Code Ann. §§ 47-18-104(a) and 47-18-104(b)(27).

(58) By offering legal services to consumers, accepting payment for those services, failing to deliver the promised or promoted services as alleged in paragraphs (4) - (33) when Defendants Kimberly Cook and Legal Services of East Tennessee have knowledge that courts in Tennessee are refusing to accept documents prepared by these Defendants, and failing to disclose this information to Defendants consumers, Defendants Kimberly Cook and Legal Services of East Tennessee, Inc. have violated Tenn. Code Ann. §§ 47-18-104(a) and 47-18-104(b)(27) by engaging in deceptive acts and practices.

(59) By failing to affirmatively inform and clearly and conspicuously disclose to consumers that Defendant Kimberly Cook and Legal Services of East Tennessee do not possess the authority to practice law and cannot legally prepare legal documents without a valid law license or the assistance of an attorney as alleged in paragraphs (4) - (33), Defendants have violated Tenn. Code Ann. §§ 47-18-104(a) and 47-18-104(b)(27).

(60) By continuing to hold themselves out as authorized to prepare legal pleadings to be used in court proceedings after a court in Tennessee found a pleading prepared by Defendants Kimberly Cook and Legal Services of East Tennessee to be defective and incorrectly prepared, Defendants Kimberly Cook and Legal Services of East Tennessee have violated and continue to violate Tenn. Code Ann. §§ 47-18-104(a) and 47-18-104(b)(27).

(61) As a result of the violations of the Act alleged herein, consumers and persons, the exact number of whom is presently unknown to Plaintiff, have suffered ascertainable losses of money or property as alleged in paragraphs (4) - (33) by Defendants Kimberly Cook and Legal Services of East Tennessee engaging in conduct in violation of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 et seq.

### **PRAYER FOR RELIEF**

WHEREFORE, PREMISES CONSIDERED, THE STATE OF TENNESSEE PRAYS:

(1) That this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 20-13-103(c)(3), 47-18-108 and 47-18-116.

(2) That process issue and be served upon Defendants Kimberly Cook and Legal Services of East Tennessee requiring each Defendant to appear and answer this Complaint.

(3) That this Court adjudge and decree that Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in the aforesaid acts or practices, which violate the Tennessee unauthorized practice of law statutes.

(4) That this Court adjudge and decree that Defendants Kimberly Cook and Legal Services of East Tennessee have engaged in the aforesaid acts or practices, which violate the Tennessee Consumer Protection Act of 1977.

(5) That this Court temporarily and permanently enjoin Defendants Kimberly Cook and Legal Services of East Tennessee from engaging in the aforesaid acts or practices, which violate the Tennessee unauthorized practice of law statutes and the Tennessee Consumer Protection Act. Further that this Court specifically enjoin the Defendants from, directly or indirectly, engaging in any of the following conduct:

(A) Defendants shall not engage in the practice of law or law business in the State of Tennessee;

(B) Defendants shall not engage in any act or practice that violates Tenn. Code Ann. §§ 23-3-101 et seq. relating to the unauthorized practice of law;

(C) Defendants shall not engage in any unfair or deceptive acts or practices in the conduct of their business and shall fully comply with all applicable provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 et seq.;

(D) Defendant Kimberly Cook shall not, directly or indirectly, represent, state, promote, advertise, claim or imply that she can provide "legal services" such as, but not limited to, "divorces," "name changes," "wills," "powers of attorney," "affidavits," "eviction notices," "criminal injuries compensation claims," "Equal Employment Opportunity Commission complaints," "Tennessee Human Rights Commission complaints," "worker's compensation," "deeds" or other services, if Kimberly Cook does not possess a valid license to practice law in the State of Tennessee at the time of offering and providing the services;

(E) Defendant Legal Services of East Tennessee, Inc. shall not, directly or indirectly, represent, state, promote, advertise, claim or imply that it can provide "legal services" such as, but not limited to, "divorces," "names changes," "wills," "powers of attorney," "affidavits," "eviction notices," "criminal injuries compensation claims," "Equal Employment Opportunity Commission complaints," "Tennessee Human Rights Commission complaints," "worker's compensation," "deeds" or other services, unless the Defendant employs and attorney who possesses a valid license to practice law in the State of Tennessee to supervise the offering an providing of these services;

(F) Without limiting the scope of paragraphs A, B and D, Defendants shall not, directly or indirectly, use the name "Legal Services of East Tennessee" or use any term or phrase of similar import when referring to their business. Without limiting the scope of this provision, Defendants will immediately cease using the name "Legal Services of East Tennessee" and destroy any letterhead, forms, business cards or other documents that use or refer to this name;

(G) Without limiting the scope of paragraphs A and B, Defendants shall not act as advocates in a representative capacity for any consumer or person or make or prepare any documents for filing in any court in the State of Tennessee on behalf of any person or business, except as Defendant Kimberly Cook may lawfully represent herself;

(H) Without limiting the scope of paragraphs A and B, Defendants shall not accept or deposit into their accounts any monies or other valuable consideration from any person for legal document preparation services performed by Defendants. Defendants shall immediately provide any such monies or other valuable consideration received under fee agreements entered into before the entry of this Order to any attorney appointed pursuant to section III of this Order or if an attorney has not been appointed, it shall be provided to the Clerk of the Chancery Court of Loudon County who shall retain said sums in escrow pending further orders of this Court;

(I) Defendants shall provide an accounting of all assets received for providing legal document preparation services and a list of all bank accounts into which money received for those services was deposited and the amount currently held in each bank account. Defendants shall be prohibited from removing or destroying any assets from the business premises except to remove the assets to a secure area;

(J) Defendants shall be prohibited from, directly or indirectly, using terms or phrases such as "legal," "law," "legal services," "representation in court by a staff attorney is available for additional fee" or "Not certified as a Civil Trial Specialist by the Tennessee Commission on Continuing Legal Education and Specialization" that would indicate to consumers that the Defendants are providing legal services or acting as advocates in a representative capacity for any consumer or person, unless Defendant Kimberly Cook is an attorney licensed by the State of Tennessee or unless Defendants employ an attorney who possesses a valid license to practice law in the State of Tennessee to supervise the offering and providing of these services; and

(K) Defendants shall be required to maintain all documents and records relating to (a) any appearance they made as an advocate in a representative capacity for any consumer or person; (b) any advice or counseling they gave to any consumer or person regarding the law; (c) any document or instrument they prepared for any consumer or person relating to any Tennessee law; (d) any financial records or documents relating to the operation of Legal Services of East Tennessee; and (e) any documents reflecting the names, addresses

and amounts paid for any services provided by the Defendants. Defendants shall be prohibited from, directly or indirectly, destroying or removing such records.

- (6) That this Court adjudge and decree that the Defendants Kimberly Cook and Legal Services of East Tennessee are liable to the State for the reasonable costs and expenses of the investigation and prosecution of the Defendants' actions, including attorneys' fees, expert and other witness fees, as provided by Tenn. Code Ann. § 47-18-108(b) and Tenn. Code Ann. § 23-3-103(c)(1).
- (7) That this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses (including statutory interest) suffered by reason of the alleged violations of the Tennessee Consumer Protection Act.
- (8) That this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses (including statutory interest) suffered by reason of the alleged violations of the Tennessee unauthorized practice of law statutes.
- (9) That this Court adjudge and decree that Defendants Kimberly Cook and Legal Services of East Tennessee pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 47-18-108(b).
- (10) That this Court adjudge and decree that Defendants Kimberly Cook and Legal Services of East Tennessee pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 23-3-103 (c)(1).
- (11) That this Court appoint an attorney to review the files of Kimberly Cook and Legal Services of East Tennessee and that the attorney so appointed have all of the power of an attorney appointed pursuant to Rule 9, Section 22 of the Rules of the Supreme Court of Tennessee and that Defendants Kimberly Cook and Legal Services of East Tennessee, and/or any other employee, representative, agent, officer or director of Legal Services of East Tennessee be required to turn over such files immediately to the appointed attorney.
- (12) That this Court issue a Protective Order for the contents of the files and any communications in the files turned over to the appointed attorney.
- (13) That all costs in this cause be taxed against Defendants Kimberly Cook and Legal Services of East Tennessee.
- (14) That this Court grant Plaintiff such other and further relief as this Court deems just and proper.